

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

M2 CONSULTING, INC.

Plaintiff,

v.

C.A. No. 03-12589-GAO

MRO SOFTWARE, INC.

Defendant.

**MRO SOFTWARE, INC.'S MOTION TO
AMEND COUNTERCLAIM (UNOPPOSED)**

Pursuant to Fed. R. Civ. P. 15, Defendant/Plaintiff-in-Counterclaim MRO Software, Inc. ("MRO") respectfully moves for leave to amend its counterclaim against Plaintiff/Defendant-in-Counterclaim M2 Consulting, Inc. ("M2"). A copy of the proposed Verified First Amended Counterclaim is submitted herewith.

On March 24, 2005, counsel for M2 informed below-signed counsel for MRO that M2 would not oppose this motion.

The proposed amendment reflects information recently discovered by MRO. In response to MRO's discovery requests in the pending litigation, M2 has produced over 40,000 e-mails in electronic format and approximately 1,800 pages of hard copy documents. MRO has invested significant time and effort reviewing this material, the vast majority of which was produced in late November 2004.

In reviewing M2's document production MRO has discovered that M2 has distributed sales proposals in violation of MRO's trademark rights and the post-termination provisions of the parties' 2002 Agreement. In addition, MRO has discovered

that, following termination of the 2002 Agreement, M2 has sold its hosted solution of MRO's MAXIMO software to new customers.

These actions by M2 give rise to additional counterclaims against M2, including claims for copyright and trademark infringement, false advertising and unfair competition and trade practices.

Allowing this amendment is in the interests of justice and efficiency since it will avoid the necessity of filing a second lawsuit in this Court with the identical parties and based on similar, overlapping facts. Moreover, the Court allowed M2's Motion to file an Amended Complaint as recently as January 19, 2005, and entered a new scheduling order to allow the parties to conduct discovery in connection with the new issues raised by that Amended Complaint. The issues raised by MRO's Amended Counterclaim can likely be accommodated under the same schedule.

MRO SOFTWARE, INC.

By its attorneys,

/s/ Kurt Bratten
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Dated: March 25, 2005

Local Rule 7.1 Certificate of Compliance

Counsel for the Defendant hereby certifies that, pursuant to Rule 7.1(A)(2) of the Local Federal Rules of Civil Procedure, he (1) has conferred with counsel for the Plaintiff regarding the attached Motion, and (2) has attempted in good faith to resolve or narrow the issues presented.

/s/ Kurt Bratten

Kurt Bratten